



Kurt E. Floren
Agricultural Commissioner/
Director of Weights and Measures

COUNTY OF LOS ANGELES
Department of
Agricultural Commissioner/
Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.co.la.ca.us>

Robert G. Atkins
Chief Deputy

June 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**WEED ABATEMENT CONTRACTS FOR TRACTOR, WEED AND BRUSH HANDWORK,
WEED AND BRUSH POISON OAK HANDWORK, AND RUBBISH REMOVAL
HANDWORK FOR THE WEED HAZARD AND PEST MANAGEMENT BUREAU
FISCAL YEAR 2006-2007
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Mayor to sign contracts with Apple's Tractor Service, KPS Property Maintenance, Larry Jacinto Farming, Pepo Weed Abatement, Real Estate Consulting and Services, and SR Landscape for the total amount of \$672,396.00. The contracts are effective for one fiscal year commencing on July 1, 2006 with two (2) one-year renewal options.
2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the contracts in an amount not to exceed 10% of the individual contract amounts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM), Weed Abatement Division to continue providing essential work in fire prevention throughout the unincorporated areas of the County and contract cities.

The success of the Weed Abatement Program depends on the timely abatement of hazardous fire conditions. An integral part of the annual program is the use of hand crews, tractors and specialized power equipment which are furnished under contract by private vendors.

The Honorable Board of Supervisors
June 20, 2006
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For many years, your Board has approved similar contracts for the Department's Weed Abatement Program.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of:

- Goal 1 (Service Excellence): The use of vendors allows ACWM to effectively respond to the highly seasonal workload inherent in hazardous weed, brush, and rubbish removal.
- Goal 3 (Organizational Effectiveness): The assistance provided by vendors for certain routine weed, brush, and rubbish clearing operations frees ACWM personnel to effectively respond to more challenging situations.
- Goal 6 (Community Services): The timely removal of hazardous weeds, brush, and rubbish improves the quality of life for the residents of Los Angeles County's unincorporated communities.

FISCAL IMPACT/FINANCING

There is no net County cost.

The cost of the program is 100% recoverable through property tax liens and direct charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the Agreement shall be for a period commencing from July 1, 2006 through June 30, 2007. It may be extended upon mutual agreement for two additional one-year periods.

Unusual or unanticipated weather conditions and accompanying weed growth may occur requiring increased vendor utilization. Therefore, we request that your Board delegate authority to the Agricultural Commissioner/Director of Weights and Measures to make amendments to the contracts not to exceed 10% of the contract amounts.

The Department has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

The contracts have been reviewed by County Counsel and are approved as to form.

CONTRACTING PROCESS

Bid solicitations, under the guidelines of the County's Minority Business Enterprise, Women Business Enterprise, and Disadvantaged Business Enterprise program, were mailed to vendors on the Department's current vendor listing. Contracting opportunities were made available to the public on the County and Department websites.

ACWM received 12 bids in response to the Weed Abatement 2006/2007 Invitation for Bids. One bidder was disqualified from the evaluation process. The other bids were reviewed by an evaluation committee composed of three ACWM staff not associated with the Weed Abatement Program and rated according to qualifications, equipment, and cost. Of the bids received, Apple's Tractor Service, KPS Property Maintenance, Larry Jacinto Farming, Pepo Weed Abatement, and SR Landscape were rated as the highest scoring bidders to perform the weed abatement services.

Minority and women owner/employee statistics for the six selected vendors are also attached. Upon final analysis and consideration for awards, bidders were selected without regard to race, gender, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the current level of program services for one year, with two (2) one-year renewal options.

CONCLUSION

When approved, this Department requires one (1) signed copy of each contract and minute order of the Board's action.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner/
Director of Weights and Measures

KEF:RGA:RBS:cm

Attachments

c: Chief Administrative Officer
County Counsel
Auditor-Controller

**AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
MARCH 13, 2006, CONTRACT AWARDS, Document ID#AGR01012**

CONTRACTS FOR PERIOD OF JULY 1, 2006 THROUGH JUNE 30, 2007

additional years by mutual consent

Contract Awards

Contract Type: Tractor, Weed Abatement

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Apple Services Inc.	Zone 4, Hourly Discing	200 hrs	\$228.00	\$45,600.00
Apple Services, Total Contract Amount				\$45,600.00
Larry Jacinto Farming	Zone 8, Tumbleweed Mowing	2,000 acres	\$55.00	\$110,000.00
Larry Jacinto Farming, Total Contract Amount				\$110,000.00

Contract Type: Handwork, Weed

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
SR Landscape	Zone 1, Section I	40,000 units	\$2.20	\$88,000.00
	Zone 3	25,000 units	\$2.20	\$55,000.00
SR Landscape, Total Contract Amount				\$143,000.00
Pepo Weed Abatement	Zone 4	5,200 units	\$6.10	\$31,720.00
	Zone 4, East L.A., City Terrace	7,500 units	\$8.90	\$66,750.00
	Zone 5	7,000 units	\$9.90	\$69,300.00
Pepo Weed Abatement, Total Contract Amount				\$167,770.00

Contract Type: Handwork, Brush

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
KPS Property Maintenance	Zone 6	1,000 units	\$10.00	\$10,000.00
	Zone 9, Item 1	1,000 units	\$10.00	\$10,000.00
KPS, Total Contract Amount				\$20,000.00

Contract Type: Handwork, Weed Poison Oak

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
KPS Property Maintenance	All Zones	5,100 units	\$10.00	\$51,000.00
KPS, Total Contract Amount				\$51,000.00

Contract Type: Handwork, Brush Poison Oak

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
SR Landscape	All Zones, Sec. II	1,100 units	\$18.50	\$20,350.00
SR Landscape, Total Contract Amount				\$20,350.00

Contract Type: Handwork, Weed and Brush Combination

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
SR Landscape	Zone 9, Weed	20,000 units	\$2.10	\$42,000.00
	Zone 9, Brush	1,000 units	\$16.50	\$16,500.00
SR Landscape, Total Contract Amount				\$58,500.00

Contract Type: Handwork, Rubbish Removal

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Real Estate Consulting & Serv.	Zone 8	400 units	\$140.44	\$56,176.00
Real Estate Consulting & Services, Total Contract Amount				\$56,176.00

TOTAL NEW CONTRACTS \$672,396.00

9 Vendor Contracts
6 Vendors



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IMPORTANT ANNOUNCEMENT

for those interested in work as a vendor for the County
of Los Angeles

The Department will be accepting bids for contracts for weed abatement services including weed discing and mowing, hand removal of weeds and brush, and hand removal of trash.

Complete bid information will be available on the County website <http://lacounty.info> beginning February 16, 2006. Once on the main page, navigate to the proper location by selecting the following in sequence: "Business", "Doing Business with Us", "Open Solicitations", "View Open Bids" and "List by Department". Interested bidders can also request a hard copy of the bid package by calling our office at the contact information provided below.

In order to be considered, vendors are required to register with the County via the same website as above. Register under Class Code 988 and Sub-Class Code 98889. **In addition, interested bidders must attend a mandatory pre-bid meeting.** The meeting will include an overview of the Department's Weed Abatement Program, the scope of the work, how to bid successfully and pitfalls to avoid. The meeting is scheduled for Thursday, March 2, 2006 at 10:00 am at 12300 Lower Azusa Road, Arcadia. The meeting will last approximately two hours. Go to <http://acwm.co.la.ca.us/scripts/map.htm> for a map to the meeting location.

Questions should be directed to:
Corina Monsivaiz at (626) 575-5487, or
Jo Anne Benavidez at (626) 575-5488



Upon request, we can provide accommodations for people with disabilities. The Department's main office is accessible to individuals with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (626) 575-5454 or TDD (626) 575-5520, Monday through Thursday, from 7:00 a.m. to 5:30 p.m.

**Protecting Consumers and the Environment Since 1881
To Enrich Lives Through Effective and Caring Service**

Bid Detail Information

Bid Number : AGR01012
Bid Title : WEED ABATEMENT DIVISION INVITATION FOR BIDS (IFB) 2006/2007
Bid Type : Service
Department : Agricultural Comm/Weights-Measures
Commodity : WEED AND VEGETATION CONTROL
Open Date : 2/16/2006
Closing Date : 3/13/2006 5:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : Log on to <http://acwm.co.la.ca.us> and click on Weed Abatement Division Invitation for Bids (IFB) 2006/2007 (under "What's New"). Several bid proposals for tractor, weed handwork, brush handwork, weed poison oak, brush poison oak, weed/brush handwork, and rubbish removal services are available for the period of July 1, 2006 through June 30, 2007 with renewal options. Mandatory Bidder's meeting will be held on Thursday, March 2, 2006, at 10:00 a.m., at our headquarters location, 12300 Lower Azusa Road, Arcadia, CA 91006 (just north of the 10 Fwy off of the 605 Fwy). ALL INTERESTED BIDDERS MUST ATTEND THIS MEETING.

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A copy of the bid package may be obtained at no charge, Monday through Thursday, 7:00 am to 5:00 pm from our headquarters address above or by calling Corina Monsivaiz at (626) 575-5487 no later than February 23, 2006 to request the bid package be mailed to you.

Contact Name : Corina Monsivaiz
Contact Phone# : (626) 575-5487
Contact Email : corinam@acwm.co.la.ca.us
Last Changed On : 2/15/2006

[Back to Last Window](#)

WEED ABATEMENT DIVISION
INVITATION FOR BIDS (IFB) 2006/2007
Last Updated 02/06

Welcome to the Weed Abatement Bid Documents page. If you are interested in bidding on contracts with the Weed Abatement Division, you will need the following solicitation document. For easy downloading and printing, the documents are provided in Adobe Acrobat PDF format.

Adobe Acrobat Reader is available at <http://www.adobe.com/products/main.html/>

REQUIRED DOCUMENT:

INVITATIONFORBIDS20062007.PDF

If you have problems downloading, this document, or have any questions about the bids, scope of the work, etc., please send us an e-mail at corinam@acwm.co.la.ca.us or call (626) 575-5487.

Note: The mandatory pre-bid meeting will be held on Thursday, March 2, 2006, at 10:00a.m., 12300 Lower Azusa Road, Arcadia, CA 91006 (we are just north of the 10 Freeway, off of the 605 Freeway).

BOARD ORDER/APRIL 9, 1991
COUNTY DEPARTMENTS MUST PROVIDE THAT MINORITY AND WOMEN-OWNED
FIRMS ENJOY EQUAL ACCESS TO COUNTY SERVICE CONTRACTS

Process Used for Identifying Minority Vendors:

1. County of Los Angeles Minority & Women Directory
2. Caltrans Minority Vendor List
3. Los Angeles County Website <http://camisvr.co.la.ca.us>
4. Advertise in Minority Newspapers
 - a. Los Angeles Sentinel
 - b. La Opinion
 - c. Daily News Los Angeles
 - d. Southwest Wave
 - e. Herald Dispatch Publications
 - f. Los Angeles Watts Times
 - g. Wave Publications
 - h. Culver Chronicle
 - i. Culver City News
 - j. Gardena Valley News
 - k. Rafu Shimpo
 - l. South West Media Publications Group

List of Firms from which the Department Solicited Offers:

See Attached Weed Abatement Vendor Bid Solicitation List

Minority Participation (i.e., partners, associate partners, staff, etc.) and percentage of minority ownership in each firm:

See Attached Weed Abatement Vendor Bid Solicitation

Comparison of Minority Participation of Competing Vendors:

BID DATE: March 13, 2006

Total Number of Vendor Bids	11	Vendors Solicited	122
American Indian	0%		
Asian Pacific	0%		
Black/African American	0%		
Caucasian	82%	Male	45%
Hispanic/Latin American	18%	Female	55%
	100%		100%
Total Number of Minority Vendor Bids	55%		
Total Number of Caucasian Vendor Bids	45%		

Stipulation that, on Final Analysis and Consideration of Award, Vendor was selected without Regard to Race, Creed, or Color:

Stipulation included in Board letter.

AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
WEED ABATEMENT VENDOR BID SOLICITATION LIST*
FOR 2006-2007 BID READINGS

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
A-Absolute Tractor PO Box 402244 Hesperia, CA 92340 (760) 948-6284 Fax (760) 948-6033	50% Caucasian/Male 50% Caucasian/Female	33% Minority
A-Cal Louis Valdez 2669 Delco Ave. El Monte, CA 91733 (626) 579-7430 FAX: (626) 401-9267 acal@sbcglobal.net	100% Hispanic/Female	100% Minority
A&G Grading and General Engineering Alfred Gonzalez 13641 Bixler Ave. Downey, CA 92042 (818) 219-0449 (cell) Fax: none www.firecat42@msn.com	100% Hispanic/Male	100% Owner-operated (minority)
Abel's Grading Abel Montemayor 11628 Juniper Hills Rd. Little Rock, CA 93543 (661) 944-5381 Fax: none, Email: none	100% Hispanic/Male	100% Owner-operated (minority)
Absolute Professional Services Roxie A. Gazan P.O. Box 1741 Sun Valley, CA 91353 (818) 957-1216	100% Caucasian/Female	71% Minority
Accent Landscape Inc. PO Box 3550 Gardena, CA 90247	unknown	unknown
Agro-Tech Danny Ingram 41943 50th Street West Quartz Hill, CA 93536 (805) 985-6682, (805) 985-3779 FAX	100% Hispanic/Latin Amer/Male	100% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Al Thorne Discing Jill & Al Thorne 6185 Ramirez Canyon Road Malibu, Ca 90265 (213) 457-9181	50% Hispanic/Latin Amer/Female 50% Caucasian/Male	100% Minority
All Seasons Landcare 3107 Topaz Ln #D Fullerton, CA 92831	unknown	unknown
Anderson Gardening Rick Anderson 2695 Casitas Avenue Altadena, CA 91001 (626) 975-1134	unknown	unknown
Andre Landscape Jeremy Andre PO Box 1333 Azusa, CA 91702 (626) 339-8003 FAX (626) 915-7262 www.jeremyandre@andrelandscape.com	100% Caucasian/Male	80% Minority
Andrew Carlson 2221 Stern Lane Oxnard, CA 93035 (805) 985-2988	unknown	unknown
Animal Pest Mgmt Svc, Inc Dan Fox 13655 Redwood Court Chino, CA 91710 (909) 591-9551	100% Caucasian/Male	40% Minority
Apple's Tractor Service Leonard & Connie Apple P.O. Box 354 Norwalk, CA 90651-0354 (562) 868-1494	56% Caucasian/Female 44% Caucasian/Male	43% Minority
ATE Tractor Service Bruce Harrison 3660 Wilshire Boulevard Los Angeles, CA 90010 (213) 738-9354	49% Caucasian/Male 51% Caucasian/Female	30% Minority
Avalon Landscape Luis Cadiz 13547 Ventura Blvd., #151 Sherman Oaks, CA 91423	unknown	unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Azteca Landscape 1027 E. Acacia St. Ontario, CA 91761 (909) 673-0889	100% Hispanic/Latin Amer/Female	100% Minority
B & L Weed Abatement Linda Lindsay 1811 Capri Avenue Mentone, CA 92359 (909) 794-8452 cell phone (928) 536-6663 (Arizona) lindsay05@frontiernet.net	100% Caucasian/Female	91% Minority
Bennett Landscape Sean Bennett 25889 Belle Porte Avenue Harbor City, CA 90710-3314 (310) 534-3543	unknown	unknown
Blalock's Landscaping R. D. Blalock PO Box 1828 Apple Valley, CA 92307 (760) 247-3184 FAX: (760) 247-0141	100% Caucasian/Male	0% Minority
Brian Walsh 1622 Winona Blvd. Los Angeles, CA 90027	unknown	unknown
C & M Weed Abatement Mike Ramage 13939 Jicarilla Road Apple Valley, CA 92307 (760) 240-1663	100% Caucasian/Male	unknown
California Conservation Corps Sherryl Jones 4366 S. Main St. Los Angeles, CA 90037	unknown	unknown
Children R Us John Tate 4611 E. Compton Blvd. E. Rancho Dominguez, CA 90220 (310) 638-9622	51% Black/African Amer/Female 49% Black/African Amer/Male	98% Minority
Clean Lakes Inc. 2150 Franklin Canyon Rd. Martinez, CA 94553	unknown	unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Crane's Plant Health P.O. Box 51122 Pasadena, CA 91115 (626) 616-2533 FAX: (626) 794-8191 e-mail: n/a	100% Caucasian	0% Minority
Creative Concepts Landscape Claudine Josselyn 4118 La Crescenta Ave. La Crescenta, CA 91214 (818) 248-7436	unknown	unknown
De Angelo Brothers Attention Amy St. Cyr 100 N. Conahan Dr. Hazleton, PA 18201 Mail to: 4863 Cheyenne Way Attention Mike Bisciegli Chino CA 91710 (800) 360-9333 Fax: (570) 459-0321 e-mail: astcyr@dbiservices.com	100% Caucasian/Male	unknown
Dennis Mallory 23437 Styles St. Woodland Hills, CA 91367 (818) 884-4213	100% Caucasian/Male	0% Minority
Diversified Landscape Co. 33801 Washington Street Winchester, CA 92596 (951) 926-7444 Fax: (951) 926-7440	unknown	unknown
Ellingford Brush and Tree Service Dave Ellingford 9818 Shadow Way Sunland, CA 91040 (818) 353-8987 FAX: (818) 352-5035	51% Caucasian/Female 49% Caucasian/Male	51% Minority
Environmental Tree Care Chris Loguidice P.O. Box 6395 Malibu, CA 90264-6395 (310) 456-5969, FAX (310) 317-6166	100% Caucasian/Male	80% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Eric Elson PO Box 1716 Wailuku HI 96793-6716 (808) 262-0489	100% Caucasian/Male	50% Minority
Four Seasons Brush Clearing Brian & Pamela Logan 31969 Emerald Lane Castaic, CA 91384 (661) 257-0377	unknown	unknown
Gardner Tractor John Gardner 10552 Chestnut Avenue Stanton, CA 90680 (714) 527-6830	50% Caucasian/Male 50% Caucasian/Female	75% Minority
Got Weeds Chuck Maciel 28873 Alessandro Bl. Moreno Valley, CA 92555 (909) 242-7719, cell (909) 376-9544 FAX (909) 242-9649	100% Hispanic/Male	100% Minority
Green Environmental Concept Medrick & La Chelle Burnett 4326 Hungerford Street Lakewood, CA 90712 (310) 867-7040	50% Black/African Amer/Female 50% Black/African Amer/Male	100% Minority
Green Tech 13128 Telegraph Road, Suite G-1 Santa Fe Springs, CA 90670 (562) 777-1962 or (800) 420-1962 (562) 777-1962 greentechonline@verizon.net	100% Hispanic	100% Minority
GS Brothers, Inc. Professional Landscape Services 2215 N. Gaffey St. San Pedro, CA 90731 (310) 833-1369 FAX: (310) 514-2936	unknown	unknown
H. E. Julien & Associates, Inc. Harvey Julien 3331 West Hemlock Street Oxnard, CA 93035-3111 (805) 985-6682, (805) 985-3779 FAX	100% Black/African Amer/Male	98% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
HDEC, 44111 Division St., Lancaster, CA 93535-3526 (805) 951-0554 (805) 341-8388, (Emer.Only)	51% Caucasian/Female 49% Caucasian/Male	60% Minority
Horace Russell and Associates Horace Russell PO Box 972 La Mirada, CA 90637 (562) 440-7030 Fax: none russactn@yahoo.com	100% Black/African Amer./Male	98% Minority
ICE Weed Abatement Ismael Estrada 30000 Hasel Cyn #8 Castaic, CA 91384 (661) 257-4375	100% Hispanic/Latin Amer/Male	100% Minority
INCHWORM GARDENING SERV. Michael Dawson PO Box 21203 Bakersfield, CA 93390 (661) 832-9330	100% Caucasian/Male	50% Minority
International Environmental Corps (IEC) Henry Cespedes P.O. Box 4218 Panorama City, CA 91412 (818) 892-9341 FAX (818) 997-0938 iectreecompany@yahoo.com	100% Hispanic/Male	100% Minority
Interstate Road Management PO Box 188 Hazelton, PA 18201	unknown	unknown
J. Williams Landscape, Inc. 2781 W. MacArthur #B-612 Santa Ana, CA 92704-8300 (714) 847-0883 FAX (714) 848-1751 jwldscape@verizon.net	unknown	unknown
JPR Landscape John Renzi 853 W. Santa Cruz Street San Pedro, CA 90731 (310) 831-3907	100% Caucasian/Male	65% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
JR Tractor Works John Reel 1030 E. Ave. S, Space 68 Palmdale, CA 93550 (661) 225-9592 reelranch@msn.com	100% Caucasian/Male	Owner/Operator
Kaplan, Richard PO Box 1612 Agoura Hills, CA 91376	unknown	unknown
Kempton Company Attention Larry Kempton 15814 Fresno St. Victorville, CA 92395	100% Caucasian/Female	0% Minority
KMJ Landscape Service Mike Johnson 2024 Tuman La Habra Heights, CA 90631 (714) 739-7687	100% Caucasian/Male	100% Minority
KPS Property Maintenance PO Box 5340 Ventura, CA 93005-0340	100% Caucasian/Female	95% Minority
Landscape Industries Jesse Yzaguirre P.O. Box 285 La Canada, CA 91011 (818) 790-1502	unknown	unknown
Landscape Pest Mgmt Bryan X Thompson LPM PO Box 5827 Orange CA 92863-5827	unknown	unknown
Larry Jacinto Farming PO Box 275 Mentone, CA 92359	100% Caucasian/Male	80% Minority
Lawnscape Systems, Inc. Carl Clifton 5215 State St. Montclair, CA 91763 (800) 255-5298 (909) 827-0032 carl@lawnscape.com	100% Caucasian/Male	21% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Lawrence Larry L & S Construction P.O. Box 1318 Little Rock, CA 93543-9998 (661) 265-0077 1142 W. 37th Street Los Angeles, CA 90007 (805)944-2712 or (323) 734-1416	51% Black/African Amer/Female 49% Black/African Amer/Male	100% Minority
Living Systems Land Management 295A Fell Street San Francisco, CA 94102	unknown	unknown
Lopez General Engineering Contractors, Inc. Jorge (George) Lopez 1702 Creston St. Signal Hill, CA 90755 (562) 426-1196 FAX (562) 595-8546	100% Hispanic/Latin Amer/Male	100% Minority
LPM - Landcape Pest Management Bryan X. Thompson P.O. Box 5827 Orange, CA 92863-5827 (714) 639-5137	100% Caucasian/Male	75% Minority
Lucas Weed Control Sam Alvarez 5196 E. International Ave. Clovis, CA 93611 (559) 299-0117	100% Caucasian/Male	50% Minority
Main Pest Control 40816 13 th Street Palmdale, CA 93551	unknown	unknown
Majestic Hillside & Landscape Mtn. Teresa Schaffer & Paul Tena 537 Slope Drive Walnut, CA 91789 (909) 444-2120	51% Hispanic/Latin Amer/Female 49% Hispanic/Latin Amer/Male	100% Minority
Malibu Canyon Landscape & Maintenance P.O. Box 942080 Simi Valley, CA 93094 (805) 523-2676	unknown	unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Mariposa Horticultural Enterprise Inc. Robert Austin 15529 Arrow Highway Irwindale, CA 91706 (626) 960-0196 Ext. 319 FAX (626) 960-8477 www.robert@mariposahorticultural.com	100% Hispanic/Male	80% Minority
Marty's Tractor Marty Foster 23814 W. Avenue D-12 Lancaster, CA 93536 (661) 735-9280	100% Caucasian/Male	0% Minority
Mary Scott Tractor Service PO Box 478 Bloomington, CA 92316	unknown	unknown
Mercon Inc. General Engineering Contractor Jeff Moerer, President 2696 Lavery Ct., Ste. B Thousand Oaks, CA 91320-1543 (805) 376-3000 FAX: (805) 376-3522 Mobile: (805) 732-5143 jeff@mercon.net	unknown	unknown
MFD Enterprises Inc. 6172 Knox Ave. Fontana, CA 92336-4519	unknown	unknown
Mike's Cleanup Service Mike Walsh 11814 Burgess Street Whittier, CA 90604 (310) 898-4232	100% Caucasian/Male	50% Minority
MWH Construction Mel Higgins P. O. Box 3161 Chatsworth, CA 91311 (818) 341-5507	100% Caucasian/Male	50% Minority
Nature's Image Inc. 20472 Crescent Bay Dr., Suite 102 Lake Forest, CA 92630	unknown	unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Orozco Landscape & Tree Company 11194 Pipeline Ave. Pomona, CA 91766 (909) 623-8287	100% Hispanic/Male	100% Minority
P & R Services Jim Schaefer 4540 W. Avenue M-8 Quartz Hill, CA 93536 (805) 943-1387	51% Caucasian/Female 49% Caucasian/Male	30% Minority
Pacific Iron Publication Company Paul Kang 1927 S. Mateo St. Los Angeles, CA 90021 (213) 627-9097, Fax (213) 627-9864 www.pacificironfab.com	100% Asian Pacific/Male	100% Minority
Pan American Landscaping Gustavo Occhiuzzo 4570 Van Nuys Blvd., Suite 284 Sherman Oaks, CA 91403 (818) 535-9391	84% Hispanic/Female 16% Hispanic/Male	100% Minority
Pat Corrigan & Company 25482 Via Dalia Valencia, CA 91355	unknown	unknown
Patriot Environmental Services Walt Dorn PO Box 1091 Long Beach CA 90801 e-mail: wdorn@patriotenvironmental.com	100% Caucasian/Male	80% Minority
Pepo Weed Abatement Mike Pepo 40441 Gemelos CT Palmdale, CA 93551 (805) 943-1445	51% Hispanic/Latin Amer/Female 49% Caucasian/Male	87% Minority
Pestmaster Services Inc. Lisa M. Hale 137 E. South St. Bishop, CA 93514 (760) 873-8100 Ext. 106 lhale@pestmaster.com	100% Caucasian/Male	unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Pestmaster Services, Inc. Rick McElroy PO Box 2435 Lancaster, CA 93539 (661) 723-7525 or (800) 525-8866 FAX (661) 940-6168 rmcelroy@pestmaster.com	100% Caucasian/Male	unknown
Powerland Equipment Inc. Attention Cassandra Goswick 27943 Valley Center Rd. Valley Center, CA 92082 (760) 749-1271, Ext. 15 FAX (760) 749-7413	100% Caucasian/Male	0% Minority
Protec Engineering Services Richard Wiegins 11288 Ventura Blvd., Suite 629 Studio City, CA 91604 (760) 247-3184 FAX: (760) 247-0141	100% African American/Male	100% Minority
Quality Sprayers, Inc. Michael S. Farquhar 1549 W. 17th Long Beach, CA 90813 (213) 437-1033	100% Caucasian/Male	75% Minority
Rankin's Gardening Service 811 E. 46th Street Los Angeles, CA 90011 (323) 231-0903 FAX (323) 232-8226	100% African/American/Male	90% Minority
Ray Byers & Company Ray Byers 30826 Gilmour Road Castaic, CA 91384 (805) 257-2616	100% Caucasian/Male	50% Minority
Real Estate Consulting and Services Paul Strader, Robert Berg (714) 720-4228 635 E. First St., #418 Tustin, CA 92780 (714) 720-3187 (714) 542-4656 pstrader@consultnserve.com	100% Caucasian	65% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
RL Klein and Associates 3939 Atlantic Ave., Suite 100 Long Beach, CA 90807 (562) 427-5577 Fax: (562) 427-1807 Bob@RLKlein.com	100% Caucasian/Male	90% Minority
RM Fisheries 28241 La Paz Road Laguna Niguel, CA 92677	unknown	unknown
Rock's Tree & Hillside Service, Inc. Rock & Marybeth MacKenzie 644 N. Orchard Drive Burbank, CA 91506 (818) 845-9190	unknown	unknown
Ron Ubrun Ron Ubrun Farms 7820 Summit Street Riverside, CA 92504	100% Caucasian/Male	80% Minority
RPW Services Attention Paul Webb PO Box 2342 Fullerton, CA 92837 (714) 870-6352	unknown	unknown
S.G. Valley Landscaping Mike Johnson 2608 Doray Circle Monrovia, Ca 91016 (626) 447-4981	100% Caucasian/Male	75% Minority
Salco Landscaping Services Frank Spina 6236 Bellflower Blvd. Lakewood, CA 90713 (562) 925-0266	unknown	unknown
Scorpion Landscaping & Maintenance PO Box 5385 Compton, CA 90222	unknown	unknown
Scott Tractor Service P.O. Box 478 Bloomington, CA 92316 (909) 788-2087 (800) 352-5333 (FAX)	49% Caucasian/Male 51% Caucasian/Female	50% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Shea Land Industry, Inc. Monique Yzaguirre P.O. Box 285 La Cañada, CA 91012 (818) 249-3117 FAX (818) 249-3151	100% Hispanic/Female	85% Minority
Shubin Services (aka Federal Disposal) Don Shubin P.O. Box 118 Santa Ana, CA 92702 (800) 635-2054 FAX (714) 542-8435	100% Caucasian/Male	50% Minority
Silent Fire Inc. P.O. Box 91001 Pasadena, CA 91109 cell phone (323) 715-5375 (818) 577-1958	100% Caucasian/Male	Owner/Operator
Southern California Weed Harvesters 25256 Manzanita Dr. Dana Point, CA 92629	unknown	unknown
Specialty Mowing Ove Naerbo 4949 2nd Street Fallbrook, CA 92028 (619) 728-1591, (800) 662-3726 FAX (619) 728-5091	100% Caucasian/Male	75% Minority
Sprague Consultatns Inc 30251 Golden Lantern Suite E##90 Laguna Niguel, CA 92677-5993	unknown	unknown
Spraying Services Truman Jensen 1425 West 139th Street Gardena, CA 90249 (310) 329-5360	100% Caucasian/Male	Owner/Operator
Stafford Services Mike Stafford 880 S. Rose Place Anaheim, CA 92805 (714) 342-1518	100% Hispanic/Latin Amer/Male	90% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Steelclad Inc. Caren L. Hallam 320 No. Palm, Unit C Brea, CA 92821 (714) 529-0277 FAX (562) 697-7448 caren@steelcladinc.com	100% Caucasian/Female	25% Minority
Steven Rapp (SR) Landscape P. O. Box 12181 La Crescenta, CA 91224 (818) 249-0111	100% Caucasian/Male	79% Minority
Thomas Land Clearing Co. Willie A. Thomas 2170 W. Esther Long Beach, CA 90813 (562) 436-6025, (562) 437-6300 FAX (562) 432-2228	100% Black/African Amer/Male	100% Minority
TIFFANY GROUP INC. Sean Aks 19528 Ventura Blvd., Suite 359 Tarzana, CA 91356 (818) 342-0330	100% Caucasian/Male	0% Minority
Top Notch Tree and Landscape Carmen Howard 19528 Ventura Blvd. P.O. Box 500 Tarzana, CA 91356 (818) 780-0234	unknown	unknown
Topanga Brush Clearing & Weed Abatement Rich Brown 1672 Main Street, Suite E-311 Ramona, CA 90265 (310) 455-9611, (909) 337-4480 Fax: (760) 788-6583 Topangabrush.com, info@topangabrush.com	unknown	unknown
Tractor Work Allan Brown 8014 Sierra Highway Agua Dulce, CA 91350 (661) 268-1927	100% Caucasian/Male	Owner Operator

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
TruGreen LandCare Manuel Perez 1367 W. 9 th Street Upland, CA 91786 (909) 920-4308	unknown	unknown
Underwood Landscape & Brush Clearance Michael Underwood PO Box 692 Agoura Hills, CA 91376-0692	unknown	unknown
United Pacific Eric Franklin 120 E. La Habra Blvd., Ste. 107 La Habra, CA 90631-2310 (562) 691-4600 FAX (562) 691-8839	50% Caucasian/Female 50% Caucasian/Male	60% Minority
United Right-of-Way Steve Adams 1302 Highway 28 Ephrata, WA 98823 (509) 754-4176 FAX (509) 754-4240	100% Caucasian/Male	0% Minority
Valleycrest Landscaping Michelle Scofield 12087-20 N. Lopez Canyon Rd. San Fernando, CA 91342 (818) 897-9900	unknown	unknown
Van Gogh Landscaping Tony Tamayo 11684 Ventura Blvd., Suite 818 Studio City, CA 91604 (818) 787-7711	100% Hispanic/Latin Amer/Male	100% Minority
Versatile Enterprises Gene & Martha Wallis P.O. Box 8448 Calabasas, CA 91372-8448 (818) 222-4350 FAX (818) 222-8356	50% Caucasian/Female 50% Caucasian/Male	50% Minority
Waste Unlimited Julie Galvan 7329 Hillrose St. Tujunga, CA 91042 (818) 994-1079	100% Caucasian/Male	50% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
WEST COAST WEED CONTROL Darryn Flexman 1705 Adrienne Dr. Corona, CA 92882 (909) 520-0436	100% Caucasian/Female	0% Minority
Wilcox Landscaping Scott Wilcox 23492 Pine St. Newhall, CA 91321-4004 (661) 259-3740	unknown	unknown
Woods Maintenance Service Barry Woods 7260 Atoll Avenue North Hollywood, CA 91605 (818) 464-5420	100% Caucasian/Male	85% Minority

*Notices of our 2006/2007 Weed Abatement Bid Package on the County and Department's websites and mandatory pre-bid meeting were mailed to 122 of the 123 vendors above. It is unknown how one bidder was notified. Weed Abatement 2006-2007 Bid Packages were mailed to nine (9) vendors (see highlighted bold names above) at their request.

WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Apple's Tractor Service, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself or herself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2006 through June 30, 2007. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

11 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
12 paragraph 1.5 of the IFB, Section 1, General Specifications. The COUNTY guarantees no minimum
13 service requirement during the term of this agreement.

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.5.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment

1 with respect to the award, amendment or extension of the Agreement or the making of any
2 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
3 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
4 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

5 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
6 such improper consideration. The report shall be made either to the County manager charged with
7 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
8 at (800) 544-6861.

9 Among other items, such improper consideration may take the form of cash, discounts, service, the
10 provision of travel or entertainment, or tangible gifts.

11 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

12 Should CONTRACTOR require additional or replacement personnel after the effective date of the
13 Agreement, Contractor shall give consideration for any such employment openings to participants
14 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
15 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
16 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
17 category to the CONTRACTOR.

18 **7. INDEPENDENT CONTRACTOR STATUS**

19 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
20 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of
21 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
22 CONTRACTOR.

1 **8. EMPLOYEES OF CONTRACTOR**

2 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
3 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
4 of COUNTY.

5 **9. COMPLIANCE WITH ALL LAWS**

6 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
7 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
8 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss,
9 damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
10 regulations or ordinances.

11 **10. INDEMNIFICATION**

12 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
13 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
14 and all liability and expense, including defense costs and legal fees, arising from or connected with
15 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
16 operations or its services, which result from bodily injury, death, personal injury, or property damage
17 (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to
18 indemnify for liability and expense arising from the active negligence of the COUNTY.

19 **11. INSURANCE**

20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

1 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
2 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
3 delivered to Alycia Araya, Chief Administrative Services, Department of Agricultural
4 Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior
5 to commencing services under this Agreement, shall specifically identify this Agreement, and shall
6 contain the express condition that COUNTY is to be given written notice by registered mail at least
7 thirty (30) days in advance of any modification or termination of insurance.

8 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material
9 breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

10 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
11 additional insured and shall include:

12 1. General Liability insurance written on a commercial general liability form or on a
13 comprehensive general liability form covering the hazards of premises/operations,
14 contractual, independent contractors, advertising, products/completed operations,
15 broad form property damage, and personal injury with a combined single limit of not
16 less than \$1,000,000 per occurrence.

17 a. If written with an annual aggregate limit, the policy limit should be three
18 times the above required occurrence limit.

19 b. If written on a claims made form, the CONTRACTOR shall be required to
20 provide an extended two year reporting period commencing upon termination
21 or cancellation of this agreement.

22 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired

vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or
2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

1 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
2 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
3 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
4 to COUNTY for any excess costs for such similar services.

5 **13. ADDITIONAL TERMINATION PROVISIONS**

6 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
7 terminate this Agreement in the event of the occurrence of any of the following:

- 8 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
9 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
10 cannot pay its debts as they become due, whether he has committed an act of
11 bankruptcy or not, and whether insolvent within the meaning of the Federal
12 Bankruptcy law or not;
- 13 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 14 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 15 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 16 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
17 within 14 days.

18 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
19 are in addition to any other rights and remedies provided by law or under this Agreement.

20 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

21 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
22

1 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
2 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds
3 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

4 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
5 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
6 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

7 **15. GOVERNING LAW/VENUE**

8 This Agreement shall be construed in accordance with any governed by the laws of the State of
9 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
10 various city codes and ordinances. Any action brought by either party on this Agreement shall be
11 brought in the Los Angeles Superior Court.

12 **16. INCLUSION OF OTHER LAWS/CLAUSES**

13 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in
14 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced
15 as though it were included herein, and if through mistake or otherwise any such provision is not
16 inserted or is not inserted correctly, then upon application of either party the Agreement shall
17 forthwith be physically amended to make such insertion or correction.

18 **17. NONDISCRIMINATION IN EMPLOYMENT**

19 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
20 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
21 treated equally by the firm without regard to or because of race, color, religion, ancestry,
22 national origin, age, sex, or physical or mental disability, marital status, or political affiliation

1 and in compliance with all anti-discrimination laws of the United States of America and the
2 State of California. CONTRACTOR further certifies and agrees that it will deal with its
3 subcontractors, bidders or vendors without regard to or because of race, religion, ancestry,
4 national origin, sex, age, or physical or mental disability, marital status, or political
5 affiliation.

6 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
7 regular business hours to verify compliance with these provisions when so requested by the
8 COUNTY.

9 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
10 constitute a material breach of contract upon which the COUNTY may determine to cancel,
11 terminate, or suspend the contract in accordance with paragraph 11 herein.

12 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
13 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
14 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
15 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
16 11.

17 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

18 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
19 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
20 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
21 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
22 or be otherwise subject to discrimination under this Agreement or under any project, program, or

activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings

Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12, "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. **CONTRACT DOCUMENT INCORPORATED**

The Contract entered in by this Agreement consists of the following Contract documents, all of

1 which are component parts of the Contract as if herein set out in full or attached hereto:

2 Invitation for Bids (IFB) dated February 2006
3 Bid Award Letter

4 All of the above-named contract documents are intended to be complementary. Work required by
5 one of the above-named contract documents and not by other shall be done as if required by all.

6 **24. MAXIMUM CONTRACT AMOUNT**

7 COUNTY'S maximum obligation under this Agreement is **\$45,600.00** including all fees and
8 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
9 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
10 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
11 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
12 contract amount in the event additional services from the CONTRACTOR are required.

13 Any other change effecting the scope of work, price or other terms and conditions under this
14 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

15 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
16 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
17 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
18 Agricultural Commissioner at the address herein provided in paragraph 11.

19 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

20 A. Responsible Contractor

- 21 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
22 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

1 perform the Contract. It is the COUNTY'S policy to conduct business only with
2 responsible Contractors.

3 B. Chapter 2.202 of the County Code

4 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
5 County Code, if the COUNTY acquires information concerning the performance of
6 the CONTRACTOR on this or other Contracts which indicates that the
7 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
8 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
9 and/or performing work on County Contracts for a specified period of time not to
10 exceed three (3) years, and terminate any or all existing Contracts the
11 CONTRACTOR may have with the COUNTY.

12 C. Non-responsible Contractor

13 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
14 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
15 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
16 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
17 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
18 reflects on same, (3) committed an act or offense which indicates a lack of business integrity
19 or business honesty, or (4) made or submitted a false claim against the COUNTY or any
20 other public entity.

21 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
22 will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed

debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix F of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4
5 By _____
Mayor, Los Angeles County

6 Attest: Sachi A. Hamai
7 Executive Officer-Clerk of
the Board of Supervisors

8 By _____
9 Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

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APPENDIX A

Apple's Tractor Service
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2006 through June 30, 2007)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 4, Hourly Discing	200 hrs	\$228.00	\$45,600.00
Total Amount of Contract Awarded			<u>\$45,600.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Larry Jacinto Farming (LJF), a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself or herself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2006 through June 30, 2007. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

11 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
12 paragraph 1.5 of the IFB, Section 1, General Specifications. The COUNTY guarantees no minimum
13 service requirement during the term of this agreement.

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.5.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment

1 with respect to the award, amendment or extension of the Agreement or the making of any
2 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
3 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
4 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

5 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
6 such improper consideration. The report shall be made either to the County manager charged with
7 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
8 at (800) 544-6861.

9 Among other items, such improper consideration may take the form of cash, discounts, service, the
10 provision of travel or entertainment, or tangible gifts.

11 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

12 Should CONTRACTOR require additional or replacement personnel after the effective date of the
13 Agreement, Contractor shall give consideration for any such employment openings to participants
14 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
15 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
16 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
17 category to the CONTRACTOR.

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19 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
20 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of
21 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
22 CONTRACTOR.

1 **8. EMPLOYEES OF CONTRACTOR**

2 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
3 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
4 of COUNTY.

5 **9. COMPLIANCE WITH ALL LAWS**

6 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
7 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
8 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss,
9 damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
10 regulations or ordinances.

11 **10. INDEMNIFICATION**

12 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
13 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
14 and all liability and expense, including defense costs and legal fees, arising from or connected with
15 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
16 operations or its services, which result from bodily injury, death, personal injury, or property damage
17 (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to
18 indemnify for liability and expense arising from the active negligence of the COUNTY.

19 **11. INSURANCE**

20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

1 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
2 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
3 delivered to Alycia Araya, Chief Administrative Services, Department of Agricultural
4 Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior
5 to commencing services under this Agreement, shall specifically identify this Agreement, and shall
6 contain the express condition that COUNTY is to be given written notice by registered mail at least
7 thirty (30) days in advance of any modification or termination of insurance.

8 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material
9 breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

10 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
11 additional insured and shall include:

12 1. General Liability insurance written on a commercial general liability form or on a
13 comprehensive general liability form covering the hazards of premises/operations,
14 contractual, independent contractors, advertising, products/completed operations,
15 broad form property damage, and personal injury with a combined single limit of not
16 less than \$1,000,000 per occurrence.

17 a. If written with an annual aggregate limit, the policy limit should be three
18 times the above required occurrence limit.

19 b. If written on a claims made form, the CONTRACTOR shall be required to
20 provide an extended two year reporting period commencing upon termination
21 or cancellation of this agreement.

22 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired

vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or
2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

1 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
2 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
3 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
4 to COUNTY for any excess costs for such similar services.

5 **13. ADDITIONAL TERMINATION PROVISIONS**

6 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
7 terminate this Agreement in the event of the occurrence of any of the following:

- 8 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
9 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
10 cannot pay its debts as they become due, whether he has committed an act of
11 bankruptcy or not, and whether insolvent within the meaning of the Federal
12 Bankruptcy law or not;
- 13 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 14 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 15 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 16 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
17 within 14 days.

18 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
19 are in addition to any other rights and remedies provided by law or under this Agreement.

20 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

21 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
22

1 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
2 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds
3 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

4 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
5 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
6 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

7 **15. GOVERNING LAW/VENUE**

8 This Agreement shall be construed in accordance with any governed by the laws of the State of
9 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
10 various city codes and ordinances. Any action brought by either party on this Agreement shall be
11 brought in the Los Angeles Superior Court.

12 **16. INCLUSION OF OTHER LAWS/CLAUSES**

13 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in
14 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced
15 as though it were included herein, and if through mistake or otherwise any such provision is not
16 inserted or is not inserted correctly, then upon application of either party the Agreement shall
17 forthwith be physically amended to make such insertion or correction.

18 **17. NONDISCRIMINATION IN EMPLOYMENT**

19 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
20 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
21 treated equally by the firm without regard to or because of race, color, religion, ancestry,
22 national origin, age, sex, or physical or mental disability, marital status, or political affiliation

1 and in compliance with all anti-discrimination laws of the United States of America and the
2 State of California. CONTRACTOR further certifies and agrees that it will deal with its
3 subcontractors, bidders or vendors without regard to or because of race, religion, ancestry,
4 national origin, sex, age, or physical or mental disability, marital status, or political
5 affiliation.

6 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
7 regular business hours to verify compliance with these provisions when so requested by the
8 COUNTY.

9 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
10 constitute a material breach of contract upon which the COUNTY may determine to cancel,
11 terminate, or suspend the contract in accordance with paragraph 11 herein.

12 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
13 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
14 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
15 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
16 11.

17 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

18 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
19 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
20 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
21 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
22 or be otherwise subject to discrimination under this Agreement or under any project, program, or

activity supported by this Agreement.

19. **EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

20. **"CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings

Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12, "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. **CONTRACT DOCUMENT INCORPORATED**

The Contract entered in by this Agreement consists of the following Contract documents, all of

1 which are component parts of the Contract as if herein set out in full or attached hereto:

2 Invitation for Bids (IFB) dated February 2006
3 Bid Award Letter

4 All of the above-named contract documents are intended to be complementary. Work required by
5 one of the above-named contract documents and not by other shall be done as if required by all.

6 **24. MAXIMUM CONTRACT AMOUNT**

7 COUNTY'S maximum obligation under this Agreement is **\$110,000.00** including all fees and
8 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
9 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
10 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
11 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
12 contract amount in the event additional services from the CONTRACTOR are required.

13 Any other change effecting the scope of work, price or other terms and conditions under this
14 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

15 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
16 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
17 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
18 Agricultural Commissioner at the address herein provided in paragraph 11.

19 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

20 A. Responsible Contractor

- 21 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
22 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

1 perform the Contract. It is the COUNTY'S policy to conduct business only with
2 responsible Contractors.

3 B. Chapter 2.202 of the County Code

- 4 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
5 County Code, if the COUNTY acquires information concerning the performance of
6 the CONTRACTOR on this or other Contracts which indicates that the
7 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
8 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
9 and/or performing work on County Contracts for a specified period of time not to
10 exceed three (3) years, and terminate any or all existing Contracts the
11 CONTRACTOR may have with the COUNTY.

12 C. Non-responsible Contractor

13 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
14 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
15 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
16 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
17 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
18 reflects on same, (3) committed an act or offense which indicates a lack of business integrity
19 or business honesty, or (4) made or submitted a false claim against the COUNTY or any
20 other public entity.

- 21 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
22 will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed

debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix F of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4
5 By _____
Mayor, Los Angeles County

6 Attest: Sachi A. Hamai
7 Executive Officer-Clerk of
the Board of Supervisors

8 By _____
9 Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

15
16
17
18
19
20
21
22

APPENDIX A

Larry Jacinto Farming (LJF)
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2006 through June 30, 2007)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 8, Tumbleweed Mowing	2,000 acres	\$55.00	\$110,000.00
Total Amount of Contract Awarded			<u>\$110,000.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and SR Landscape, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself or herself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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3 Agreement shall be for period commencing from July 1, 2006 through June 30, 2007. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

11 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
12 paragraph 1.5 of the IFB, Section 1, General Specifications. The COUNTY guarantees no minimum
13 service requirement during the term of this agreement.

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17 service to be provided, are itemized in attached Appendix A.

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4 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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6 such improper consideration. The report shall be made either to the County manager charged with
7 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
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9 damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
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17 (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to
18 indemnify for liability and expense arising from the active negligence of the COUNTY.

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20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

1 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
2 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
3 delivered to Alycia Araya, Chief Administrative Services, Department of Agricultural
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5 to commencing services under this Agreement, shall specifically identify this Agreement, and shall
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14 contractual, independent contractors, advertising, products/completed operations,
15 broad form property damage, and personal injury with a combined single limit of not
16 less than \$1,000,000 per occurrence.

17 a. If written with an annual aggregate limit, the policy limit should be three
18 times the above required occurrence limit.

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20 provide an extended two year reporting period commencing upon termination
21 or cancellation of this agreement.

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2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

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4 to COUNTY for any excess costs for such similar services.

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12 Bankruptcy law or not;
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1 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
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3 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

4 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
5 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
6 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

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8 This Agreement shall be construed in accordance with any governed by the laws of the State of
9 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
10 various city codes and ordinances. Any action brought by either party on this Agreement shall be
11 brought in the Los Angeles Superior Court.

12 **16. INCLUSION OF OTHER LAWS/CLAUSES**

13 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in
14 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced
15 as though it were included herein, and if through mistake or otherwise any such provision is not
16 inserted or is not inserted correctly, then upon application of either party the Agreement shall
17 forthwith be physically amended to make such insertion or correction.

18 **17. NONDISCRIMINATION IN EMPLOYMENT**

19 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
20 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
21 treated equally by the firm without regard to or because of race, color, religion, ancestry,
22 national origin, age, sex, or physical or mental disability, marital status, or political affiliation

1 and in compliance with all anti-discrimination laws of the United States of America and the
2 State of California. CONTRACTOR further certifies and agrees that it will deal with its
3 subcontractors, bidders or vendors without regard to or because of race, religion, ancestry,
4 national origin, sex, age, or physical or mental disability, marital status, or political
5 affiliation.

6 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
7 regular business hours to verify compliance with these provisions when so requested by the
8 COUNTY.

9 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
10 constitute a material breach of contract upon which the COUNTY may determine to cancel,
11 terminate, or suspend the contract in accordance with paragraph 11 herein.

12 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
13 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
14 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
15 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
16 11.

17 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

18 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
19 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
20 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
21 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
22 or be otherwise subject to discrimination under this Agreement or under any project, program, or

activity supported by this Agreement.

19. **EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

20. **"CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings

1 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
2 Family Code Section 5246(b).

3 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
4 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

5 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
6 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
7 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
8 Without limiting the rights and remedies available to COUNTY under any other provision of this
9 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
10 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
11 pursuant to paragraph 12, "TERMINATION FOR CONTRACTOR'S DEFAULT."

12 **22. COUNTY'S QUALITY ASSURANCE PLAN**

13 The County or its agent will evaluate Contractor's performance under this agreement on not less than
14 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
15 terms and performance standards. Contractor deficiencies which County determines are severe or
16 continuing and that may place performance of the agreement in jeopardy if not corrected will be
17 reported to the Board of Supervisors. The report will include improvement/corrective action
18 measures taken by the County and Contractor. If improvement does not occur consistent with the
19 corrective action measures, County may terminate this agreement or impose other penalties as
20 specified in this agreement.

21 **23. CONTRACT DOCUMENT INCORPORATED**

22 The Contract entered in by this Agreement consists of the following Contract documents, all of

1 which are component parts of the Contract as if herein set out in full or attached hereto:

2 Invitation for Bids (IFB) dated February 2006
3 Bid Award Letter

4 All of the above-named contract documents are intended to be complementary. Work required by
5 one of the above-named contract documents and not by other shall be done as if required by all.

6 **24. MAXIMUM CONTRACT AMOUNT**

7 COUNTY'S maximum obligation under this Agreement is **\$143,000.00** including all fees and
8 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
9 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
10 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
11 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
12 contract amount in the event additional services from the CONTRACTOR are required.

13 Any other change effecting the scope of work, price or other terms and conditions under this
14 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

15 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
16 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
17 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
18 Agricultural Commissioner at the address herein provided in paragraph 11.

19 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

20 A. Responsible Contractor

- 21 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
22 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

1 perform the Contract. It is the COUNTY'S policy to conduct business only with
2 responsible Contractors.

3 B. Chapter 2.202 of the County Code

4 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
5 County Code, if the COUNTY acquires information concerning the performance of
6 the CONTRACTOR on this or other Contracts which indicates that the
7 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
8 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
9 and/or performing work on County Contracts for a specified period of time not to
10 exceed three (3) years, and terminate any or all existing Contracts the
11 CONTRACTOR may have with the COUNTY.

12 C. Non-responsible Contractor

13 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
14 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
15 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
16 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
17 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
18 reflects on same, (3) committed an act or offense which indicates a lack of business integrity
19 or business honesty, or (4) made or submitted a false claim against the COUNTY or any
20 other public entity.

21 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
22 will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed

debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix F of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4
5 By _____
Mayor, Los Angeles County

6 Attest: Sachi A. Hamai
7 Executive Officer-Clerk of
the Board of Supervisors

8 By _____
9 Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

15
16
17
18
19
20
21
22

APPENDIX A

SR Landscape
WEED ABATEMENT HANDWORK CONTRACT
(July 1, 2006 through June 30, 2007)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 1, Section 1	40,000 units	\$2.20	\$88,000.00
Zone 3	25,000 units	\$2.20	\$55,000.00
Total Amount of Contract Awarded			<u>\$143,000.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Pepo Weed Abatement, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself or herself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2006 through June 30, 2007. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

11 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
12 paragraph 1.5 of the IFB, Section 1, General Specifications. The COUNTY guarantees no minimum
13 service requirement during the term of this agreement.

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.5.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment

1 with respect to the award, amendment or extension of the Agreement or the making of any
2 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
3 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
4 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

5 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
6 such improper consideration. The report shall be made either to the County manager charged with
7 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
8 at (800) 544-6861.

9 Among other items, such improper consideration may take the form of cash, discounts, service, the
10 provision of travel or entertainment, or tangible gifts.

11 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

12 Should CONTRACTOR require additional or replacement personnel after the effective date of the
13 Agreement, Contractor shall give consideration for any such employment openings to participants
14 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
15 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
16 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
17 category to the CONTRACTOR.

18 **7. INDEPENDENT CONTRACTOR STATUS**

19 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
20 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of
21 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
22 CONTRACTOR.

1 **8. EMPLOYEES OF CONTRACTOR**

2 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
3 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
4 of COUNTY.

5 **9. COMPLIANCE WITH ALL LAWS**

6 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
7 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
8 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss,
9 damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
10 regulations or ordinances.

11 **10. INDEMNIFICATION**

12 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
13 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
14 and all liability and expense, including defense costs and legal fees, arising from or connected with
15 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
16 operations or its services, which result from bodily injury, death, personal injury, or property damage
17 (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to
18 indemnify for liability and expense arising from the active negligence of the COUNTY.

19 **11. INSURANCE**

20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

1 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
2 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
3 delivered to Alycia Araya, Chief Administrative Services, Department of Agricultural
4 Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior
5 to commencing services under this Agreement, shall specifically identify this Agreement, and shall
6 contain the express condition that COUNTY is to be given written notice by registered mail at least
7 thirty (30) days in advance of any modification or termination of insurance.

8 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material
9 breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

10 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
11 additional insured and shall include:

12 1. General Liability insurance written on a commercial general liability form or on a
13 comprehensive general liability form covering the hazards of premises/operations,
14 contractual, independent contractors, advertising, products/completed operations,
15 broad form property damage, and personal injury with a combined single limit of not
16 less than \$1,000,000 per occurrence.

17 a. If written with an annual aggregate limit, the policy limit should be three
18 times the above required occurrence limit.

19 b. If written on a claims made form, the CONTRACTOR shall be required to
20 provide an extended two year reporting period commencing upon termination
21 or cancellation of this agreement.

22 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired

vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or
2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

1 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
2 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
3 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
4 to COUNTY for any excess costs for such similar services.

5 **13. ADDITIONAL TERMINATION PROVISIONS**

6 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
7 terminate this Agreement in the event of the occurrence of any of the following:

- 8 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
9 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
10 cannot pay its debts as they become due, whether he has committed an act of
11 bankruptcy or not, and whether insolvent within the meaning of the Federal
12 Bankruptcy law or not;
- 13 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 14 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 15 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 16 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
17 within 14 days.

18 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
19 are in addition to any other rights and remedies provided by law or under this Agreement.

20 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

21 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
22

1 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
2 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds
3 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

4 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
5 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
6 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

7 **15. GOVERNING LAW/VENUE**

8 This Agreement shall be construed in accordance with any governed by the laws of the State of
9 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
10 various city codes and ordinances. Any action brought by either party on this Agreement shall be
11 brought in the Los Angeles Superior Court.

12 **16. INCLUSION OF OTHER LAWS/CLAUSES**

13 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in
14 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced
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16 inserted or is not inserted correctly, then upon application of either party the Agreement shall
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1 and in compliance with all anti-discrimination laws of the United States of America and the
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3 subcontractors, bidders or vendors without regard to or because of race, religion, ancestry,
4 national origin, sex, age, or physical or mental disability, marital status, or political
5 affiliation.

6 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
7 regular business hours to verify compliance with these provisions when so requested by the
8 COUNTY.

9 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
10 constitute a material breach of contract upon which the COUNTY may determine to cancel,
11 terminate, or suspend the contract in accordance with paragraph 11 herein.

12 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
13 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
14 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
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16 11.

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20 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
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22 or be otherwise subject to discrimination under this Agreement or under any project, program, or

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Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12, "TERMINATION FOR CONTRACTOR'S DEFAULT."

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4 All of the above-named contract documents are intended to be complementary. Work required by
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8 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
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10 exceed three (3) years, and terminate any or all existing Contracts the
11 CONTRACTOR may have with the COUNTY.

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14 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
15 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
16 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
17 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
18 reflects on same, (3) committed an act or offense which indicates a lack of business integrity
19 or business honesty, or (4) made or submitted a false claim against the COUNTY or any
20 other public entity.

- 21 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
22 will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed

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G. These terms shall also apply to Subcontractors of County Contractors.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix F of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4
5 By _____
Mayor, Los Angeles County

6 Attest: Sachi A. Hamai
7 Executive Officer-Clerk of
the Board of Supervisors

8 By _____
9 Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

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APPENDIX A

**Pepo Weed Abatement
WEED ABATEMENT HANDWORK CONTRACT
(July 1, 2006 through June 30, 2007)**

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 4	5,200 units	\$6.10	\$31,720.00
Zone 4, East L.A. & City Terrace	7,500 units	\$8.90	\$66,750.00
Zone 5	7,000 units	\$9.90	\$69,300.00
Total Amount of Contract Awarded			<u>\$167,770.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and KPS Property Maintenance, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself or herself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2006 through June 30, 2007. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

11 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
12 paragraph 1.5 of the IFB, Section 1, General Specifications. The COUNTY guarantees no minimum
13 service requirement during the term of this agreement.

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.5.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment

1 with respect to the award, amendment or extension of the Agreement or the making of any
2 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
3 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
4 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

5 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
6 such improper consideration. The report shall be made either to the County manager charged with
7 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
8 at (800) 544-6861.

9 Among other items, such improper consideration may take the form of cash, discounts, service, the
10 provision of travel or entertainment, or tangible gifts.

11 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

12 Should CONTRACTOR require additional or replacement personnel after the effective date of the
13 Agreement, Contractor shall give consideration for any such employment openings to participants
14 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
15 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
16 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
17 category to the CONTRACTOR.

18 **7. INDEPENDENT CONTRACTOR STATUS**

19 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
20 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of
21 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
22 CONTRACTOR.

1 **8. EMPLOYEES OF CONTRACTOR**

2 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
3 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
4 of COUNTY.

5 **9. COMPLIANCE WITH ALL LAWS**

6 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
7 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
8 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss,
9 damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
10 regulations or ordinances.

11 **10. INDEMNIFICATION**

12 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
13 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
14 and all liability and expense, including defense costs and legal fees, arising from or connected with
15 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
16 operations or its services, which result from bodily injury, death, personal injury, or property damage
17 (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to
18 indemnify for liability and expense arising from the active negligence of the COUNTY.

19 **11. INSURANCE**

20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

1 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
2 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
3 delivered to Alycia Araya, Chief Administrative Services, Department of Agricultural
4 Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior
5 to commencing services under this Agreement, shall specifically identify this Agreement, and shall
6 contain the express condition that COUNTY is to be given written notice by registered mail at least
7 thirty (30) days in advance of any modification or termination of insurance.

8 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material
9 breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

10 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
11 additional insured and shall include:

12 1. General Liability insurance written on a commercial general liability form or on a
13 comprehensive general liability form covering the hazards of premises/operations,
14 contractual, independent contractors, advertising, products/completed operations,
15 broad form property damage, and personal injury with a combined single limit of not
16 less than \$1,000,000 per occurrence.

17 a. If written with an annual aggregate limit, the policy limit should be three
18 times the above required occurrence limit.

19 b. If written on a claims made form, the CONTRACTOR shall be required to
20 provide an extended two year reporting period commencing upon termination
21 or cancellation of this agreement.

22 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired

vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or
2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

1 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
2 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
3 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
4 to COUNTY for any excess costs for such similar services.

5 **13. ADDITIONAL TERMINATION PROVISIONS**

6 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
7 terminate this Agreement in the event of the occurrence of any of the following:

- 8 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
9 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
10 cannot pay its debts as they become due, whether he has committed an act of
11 bankruptcy or not, and whether insolvent within the meaning of the Federal
12 Bankruptcy law or not;
- 13 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 14 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 15 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 16 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
17 within 14 days.

18 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
19 are in addition to any other rights and remedies provided by law or under this Agreement.

20 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

21 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
22

1 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
2 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds
3 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

4 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
5 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
6 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

7 **15. GOVERNING LAW/VENUE**

8 This Agreement shall be construed in accordance with any governed by the laws of the State of
9 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
10 various city codes and ordinances. Any action brought by either party on this Agreement shall be
11 brought in the Los Angeles Superior Court.

12 **16. INCLUSION OF OTHER LAWS/CLAUSES**

13 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in
14 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced
15 as though it were included herein, and if through mistake or otherwise any such provision is not
16 inserted or is not inserted correctly, then upon application of either party the Agreement shall
17 forthwith be physically amended to make such insertion or correction.

18 **17. NONDISCRIMINATION IN EMPLOYMENT**

19 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
20 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
21 treated equally by the firm without regard to or because of race, color, religion, ancestry,
22 national origin, age, sex, or physical or mental disability, marital status, or political affiliation

1 and in compliance with all anti-discrimination laws of the United States of America and the
2 State of California. CONTRACTOR further certifies and agrees that it will deal with its
3 subcontractors, bidders or vendors without regard to or because of race, religion, ancestry,
4 national origin, sex, age, or physical or mental disability, marital status, or political
5 affiliation.

6 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
7 regular business hours to verify compliance with these provisions when so requested by the
8 COUNTY.

9 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
10 constitute a material breach of contract upon which the COUNTY may determine to cancel,
11 terminate, or suspend the contract in accordance with paragraph 11 herein.

12 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
13 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
14 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
15 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
16 11.

17 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

18 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
19 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
20 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
21 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
22 or be otherwise subject to discrimination under this Agreement or under any project, program, or

activity supported by this Agreement.

19. **EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

20. **"CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings

Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12, "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. **CONTRACT DOCUMENT INCORPORATED**

The Contract entered in by this Agreement consists of the following Contract documents, all of

1 which are component parts of the Contract as if herein set out in full or attached hereto:

2 Invitation for Bids (IFB) dated February 2006
3 Bid Award Letter

4 All of the above-named contract documents are intended to be complementary. Work required by
5 one of the above-named contract documents and not by other shall be done as if required by all.

6 **24. MAXIMUM CONTRACT AMOUNT**

7 COUNTY'S maximum obligation under this Agreement is **\$20,000.00** including all fees and
8 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
9 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
10 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
11 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
12 contract amount in the event additional services from the CONTRACTOR are required.

13 Any other change effecting the scope of work, price or other terms and conditions under this
14 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

15 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
16 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
17 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
18 Agricultural Commissioner at the address herein provided in paragraph 11.

19 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

20 A. Responsible Contractor

- 21 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
22 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

1 perform the Contract. It is the COUNTY'S policy to conduct business only with
2 responsible Contractors.

3 B. Chapter 2.202 of the County Code

- 4 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
5 County Code, if the COUNTY acquires information concerning the performance of
6 the CONTRACTOR on this or other Contracts which indicates that the
7 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
8 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
9 and/or performing work on County Contracts for a specified period of time not to
10 exceed three (3) years, and terminate any or all existing Contracts the
11 CONTRACTOR may have with the COUNTY.

12 C. Non-responsible Contractor

13 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
14 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
15 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
16 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
17 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
18 reflects on same, (3) committed an act or offense which indicates a lack of business integrity
19 or business honesty, or (4) made or submitted a false claim against the COUNTY or any
20 other public entity.

- 21 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
22 will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed

debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix F of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4
5 By _____
Mayor, Los Angeles County

6 Attest: Sachi A. Hamai
7 Executive Officer-Clerk of
the Board of Supervisors

8 By _____
9 Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

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APPENDIX A

**KPS Property Maintenance
WEED ABATEMENT BRUSH HANDWORK CONTRACT
(July 1, 2006 through June 30, 2007)**

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 6	1,000 units	\$10.00	\$10,000.00
Zone 9, Item 1	1,000 units	\$10.00	\$10,000.00
Total Amount of Contract Awarded			<u>\$20,000.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and KPS Property Maintenance, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself or herself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2006 through June 30, 2007. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

11 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
12 paragraph 1.5 of the IFB, Section 1, General Specifications. The COUNTY guarantees no minimum
13 service requirement during the term of this agreement.

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.5.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

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20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
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1 with respect to the award, amendment or extension of the Agreement or the making of any
2 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
3 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
4 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

5 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
6 such improper consideration. The report shall be made either to the County manager charged with
7 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
8 at (800) 544-6861.

9 Among other items, such improper consideration may take the form of cash, discounts, service, the
10 provision of travel or entertainment, or tangible gifts.

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12 Should CONTRACTOR require additional or replacement personnel after the effective date of the
13 Agreement, Contractor shall give consideration for any such employment openings to participants
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8 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss,
9 damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
10 regulations or ordinances.

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13 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
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15 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
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17 (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to
18 indemnify for liability and expense arising from the active negligence of the COUNTY.

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20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

1 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
2 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
3 delivered to Alycia Araya, Chief Administrative Services, Department of Agricultural
4 Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior
5 to commencing services under this Agreement, shall specifically identify this Agreement, and shall
6 contain the express condition that COUNTY is to be given written notice by registered mail at least
7 thirty (30) days in advance of any modification or termination of insurance.

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9 breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

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11 additional insured and shall include:

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14 contractual, independent contractors, advertising, products/completed operations,
15 broad form property damage, and personal injury with a combined single limit of not
16 less than \$1,000,000 per occurrence.

17 a. If written with an annual aggregate limit, the policy limit should be three
18 times the above required occurrence limit.

19 b. If written on a claims made form, the CONTRACTOR shall be required to
20 provide an extended two year reporting period commencing upon termination
21 or cancellation of this agreement.

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vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or
2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

1 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
2 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
3 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
4 to COUNTY for any excess costs for such similar services.

5 **13. ADDITIONAL TERMINATION PROVISIONS**

6 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
7 terminate this Agreement in the event of the occurrence of any of the following:

- 8 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
9 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
10 cannot pay its debts as they become due, whether he has committed an act of
11 bankruptcy or not, and whether insolvent within the meaning of the Federal
12 Bankruptcy law or not;
- 13 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 14 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 15 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 16 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
17 within 14 days.

18 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
19 are in addition to any other rights and remedies provided by law or under this Agreement.

20 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

21 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
22

1 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
2 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds
3 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

4 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
5 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
6 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

7 **15. GOVERNING LAW/VENUE**

8 This Agreement shall be construed in accordance with any governed by the laws of the State of
9 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
10 various city codes and ordinances. Any action brought by either party on this Agreement shall be
11 brought in the Los Angeles Superior Court.

12 **16. INCLUSION OF OTHER LAWS/CLAUSES**

13 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in
14 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced
15 as though it were included herein, and if through mistake or otherwise any such provision is not
16 inserted or is not inserted correctly, then upon application of either party the Agreement shall
17 forthwith be physically amended to make such insertion or correction.

18 **17. NONDISCRIMINATION IN EMPLOYMENT**

19 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
20 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
21 treated equally by the firm without regard to or because of race, color, religion, ancestry,
22 national origin, age, sex, or physical or mental disability, marital status, or political affiliation

1 and in compliance with all anti-discrimination laws of the United States of America and the
2 State of California. CONTRACTOR further certifies and agrees that it will deal with its
3 subcontractors, bidders or vendors without regard to or because of race, religion, ancestry,
4 national origin, sex, age, or physical or mental disability, marital status, or political
5 affiliation.

6 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
7 regular business hours to verify compliance with these provisions when so requested by the
8 COUNTY.

9 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
10 constitute a material breach of contract upon which the COUNTY may determine to cancel,
11 terminate, or suspend the contract in accordance with paragraph 11 herein.

12 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
13 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
14 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
15 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
16 11.

17 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

18 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
19 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
20 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
21 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
22 or be otherwise subject to discrimination under this Agreement or under any project, program, or

activity supported by this Agreement.

19. **EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

20. **"CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings

Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12, "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. **CONTRACT DOCUMENT INCORPORATED**

The Contract entered in by this Agreement consists of the following Contract documents, all of

1 which are component parts of the Contract as if herein set out in full or attached hereto:

2 Invitation for Bids (IFB) dated February 2006
3 Bid Award Letter

4 All of the above-named contract documents are intended to be complementary. Work required by
5 one of the above-named contract documents and not by other shall be done as if required by all.

6 **24. MAXIMUM CONTRACT AMOUNT**

7 COUNTY'S maximum obligation under this Agreement is **\$51,000.00** including all fees and
8 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
9 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
10 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
11 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
12 contract amount in the event additional services from the CONTRACTOR are required.

13 Any other change effecting the scope of work, price or other terms and conditions under this
14 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

15 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
16 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
17 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
18 Agricultural Commissioner at the address herein provided in paragraph 11.

19 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

20 A. Responsible Contractor

- 21 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
22 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

1 perform the Contract. It is the COUNTY'S policy to conduct business only with
2 responsible Contractors.

3 B. Chapter 2.202 of the County Code

- 4 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
5 County Code, if the COUNTY acquires information concerning the performance of
6 the CONTRACTOR on this or other Contracts which indicates that the
7 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
8 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
9 and/or performing work on County Contracts for a specified period of time not to
10 exceed three (3) years, and terminate any or all existing Contracts the
11 CONTRACTOR may have with the COUNTY.

12 C. Non-responsible Contractor

13 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
14 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
15 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
16 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
17 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
18 reflects on same, (3) committed an act or offense which indicates a lack of business integrity
19 or business honesty, or (4) made or submitted a false claim against the COUNTY or any
20 other public entity.

- 21 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
22 will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed

debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix F of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4
5 By _____
Mayor, Los Angeles County

6 Attest: Sachi A. Hamai
7 Executive Officer-Clerk of
the Board of Supervisors

8 By _____
9 Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

15
16
17
18
19
20
21
22

APPENDIX A

**KPS Property Maintenance
WEED ABATEMENT WEED POISON OAK HANDWORK CONTRACT
(July 1, 2006 through June 30, 2007)**

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
All Zones	5,100 units	\$10.00	\$51,000.00
	Total Amount of Contract Awarded		<u>\$51,000.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and SR Landscape, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself or herself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2006 through June 30, 2007. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

11 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
12 paragraph 1.5 of the IFB, Section 1, General Specifications. The COUNTY guarantees no minimum
13 service requirement during the term of this agreement.

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.5.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment

1 with respect to the award, amendment or extension of the Agreement or the making of any
2 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
3 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
4 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

5 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
6 such improper consideration. The report shall be made either to the County manager charged with
7 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
8 at (800) 544-6861.

9 Among other items, such improper consideration may take the form of cash, discounts, service, the
10 provision of travel or entertainment, or tangible gifts.

11 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

12 Should CONTRACTOR require additional or replacement personnel after the effective date of the
13 Agreement, Contractor shall give consideration for any such employment openings to participants
14 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
15 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
16 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
17 category to the CONTRACTOR.

18 **7. INDEPENDENT CONTRACTOR STATUS**

19 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
20 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of
21 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
22 CONTRACTOR.

1 **8. EMPLOYEES OF CONTRACTOR**

2 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
3 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
4 of COUNTY.

5 **9. COMPLIANCE WITH ALL LAWS**

6 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
7 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
8 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss,
9 damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
10 regulations or ordinances.

11 **10. INDEMNIFICATION**

12 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
13 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
14 and all liability and expense, including defense costs and legal fees, arising from or connected with
15 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
16 operations or its services, which result from bodily injury, death, personal injury, or property damage
17 (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to
18 indemnify for liability and expense arising from the active negligence of the COUNTY.

19 **11. INSURANCE**

20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

1 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
2 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
3 delivered to Alycia Araya, Chief Administrative Services, Department of Agricultural
4 Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior
5 to commencing services under this Agreement, shall specifically identify this Agreement, and shall
6 contain the express condition that COUNTY is to be given written notice by registered mail at least
7 thirty (30) days in advance of any modification or termination of insurance.

8 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material
9 breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

10 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
11 additional insured and shall include:

12 1. General Liability insurance written on a commercial general liability form or on a
13 comprehensive general liability form covering the hazards of premises/operations,
14 contractual, independent contractors, advertising, products/completed operations,
15 broad form property damage, and personal injury with a combined single limit of not
16 less than \$1,000,000 per occurrence.

17 a. If written with an annual aggregate limit, the policy limit should be three
18 times the above required occurrence limit.

19 b. If written on a claims made form, the CONTRACTOR shall be required to
20 provide an extended two year reporting period commencing upon termination
21 or cancellation of this agreement.

22 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired

vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or
2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

1 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
2 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
3 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
4 to COUNTY for any excess costs for such similar services.

5 **13. ADDITIONAL TERMINATION PROVISIONS**

6 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
7 terminate this Agreement in the event of the occurrence of any of the following:

- 8 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
9 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
10 cannot pay its debts as they become due, whether he has committed an act of
11 bankruptcy or not, and whether insolvent within the meaning of the Federal
12 Bankruptcy law or not;
- 13 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 14 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 15 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
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17 within 14 days.

18 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
19 are in addition to any other rights and remedies provided by law or under this Agreement.

20 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

21 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
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1 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
2 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds
3 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

4 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
5 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
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10 various city codes and ordinances. Any action brought by either party on this Agreement shall be
11 brought in the Los Angeles Superior Court.

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22 national origin, age, sex, or physical or mental disability, marital status, or political affiliation

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2 State of California. CONTRACTOR further certifies and agrees that it will deal with its
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8 COUNTY.

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13 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
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15 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
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20 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
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7 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
8 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
9 and/or performing work on County Contracts for a specified period of time not to
10 exceed three (3) years, and terminate any or all existing Contracts the
11 CONTRACTOR may have with the COUNTY.

12 C. Non-responsible Contractor

13 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
14 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
15 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
16 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
17 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
18 reflects on same, (3) committed an act or offense which indicates a lack of business integrity
19 or business honesty, or (4) made or submitted a false claim against the COUNTY or any
20 other public entity.

21 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
22 will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed

debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix F of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4
5 By _____
Mayor, Los Angeles County

6 Attest: Sachi A. Hamai
7 Executive Officer-Clerk of
the Board of Supervisors

8 By _____
9 Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

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APPENDIX A

SR Landscape
WEED ABATEMENT BRUSH POISON OAK HANDWORK CONTRACT
(July 1, 2006 through June 30, 2007)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
All Zones, Section II	1,100 units	\$18.50	\$20,350.00
Total Amount of Contract Awarded			<u>\$20,350.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and SR Landscape, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself or herself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2006 through June 30, 2007. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

11 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
12 paragraph 1.5 of the IFB, Section 1, General Specifications. The COUNTY guarantees no minimum
13 service requirement during the term of this agreement.

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.5.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment

1 with respect to the award, amendment or extension of the Agreement or the making of any
2 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
3 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
4 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

5 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
6 such improper consideration. The report shall be made either to the County manager charged with
7 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
8 at (800) 544-6861.

9 Among other items, such improper consideration may take the form of cash, discounts, service, the
10 provision of travel or entertainment, or tangible gifts.

11 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

12 Should CONTRACTOR require additional or replacement personnel after the effective date of the
13 Agreement, Contractor shall give consideration for any such employment openings to participants
14 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
15 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
16 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
17 category to the CONTRACTOR.

18 **7. INDEPENDENT CONTRACTOR STATUS**

19 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
20 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of
21 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
22 CONTRACTOR.

1 **8. EMPLOYEES OF CONTRACTOR**

2 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
3 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
4 of COUNTY.

5 **9. COMPLIANCE WITH ALL LAWS**

6 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
7 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
8 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss,
9 damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
10 regulations or ordinances.

11 **10. INDEMNIFICATION**

12 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
13 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
14 and all liability and expense, including defense costs and legal fees, arising from or connected with
15 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
16 operations or its services, which result from bodily injury, death, personal injury, or property damage
17 (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to
18 indemnify for liability and expense arising from the active negligence of the COUNTY.

19 **11. INSURANCE**

20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

1 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
2 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
3 delivered to Alycia Araya, Chief Administrative Services, Department of Agricultural
4 Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior
5 to commencing services under this Agreement, shall specifically identify this Agreement, and shall
6 contain the express condition that COUNTY is to be given written notice by registered mail at least
7 thirty (30) days in advance of any modification or termination of insurance.

8 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material
9 breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

10 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
11 additional insured and shall include:

12 1. General Liability insurance written on a commercial general liability form or on a
13 comprehensive general liability form covering the hazards of premises/operations,
14 contractual, independent contractors, advertising, products/completed operations,
15 broad form property damage, and personal injury with a combined single limit of not
16 less than \$1,000,000 per occurrence.

17 a. If written with an annual aggregate limit, the policy limit should be three
18 times the above required occurrence limit.

19 b. If written on a claims made form, the CONTRACTOR shall be required to
20 provide an extended two year reporting period commencing upon termination
21 or cancellation of this agreement.

22 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired

vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or
2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

1 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
2 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
3 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
4 to COUNTY for any excess costs for such similar services.

5 **13. ADDITIONAL TERMINATION PROVISIONS**

6 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
7 terminate this Agreement in the event of the occurrence of any of the following:

- 8 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
9 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
10 cannot pay its debts as they become due, whether he has committed an act of
11 bankruptcy or not, and whether insolvent within the meaning of the Federal
12 Bankruptcy law or not;
- 13 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 14 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 15 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 16 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
17 within 14 days.

18 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
19 are in addition to any other rights and remedies provided by law or under this Agreement.

20 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

21 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
22

1 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
2 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds
3 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

4 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
5 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
6 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

7 **15. GOVERNING LAW/VENUE**

8 This Agreement shall be construed in accordance with any governed by the laws of the State of
9 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
10 various city codes and ordinances. Any action brought by either party on this Agreement shall be
11 brought in the Los Angeles Superior Court.

12 **16. INCLUSION OF OTHER LAWS/CLAUSES**

13 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in
14 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced
15 as though it were included herein, and if through mistake or otherwise any such provision is not
16 inserted or is not inserted correctly, then upon application of either party the Agreement shall
17 forthwith be physically amended to make such insertion or correction.

18 **17. NONDISCRIMINATION IN EMPLOYMENT**

19 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
20 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
21 treated equally by the firm without regard to or because of race, color, religion, ancestry,
22 national origin, age, sex, or physical or mental disability, marital status, or political affiliation

and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or

activity supported by this Agreement.

19. **EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

20. **"CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings

Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12, "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. **CONTRACT DOCUMENT INCORPORATED**

The Contract entered in by this Agreement consists of the following Contract documents, all of

1 which are component parts of the Contract as if herein set out in full or attached hereto:

2 Invitation for Bids (IFB) dated February 2006
3 Bid Award Letter

4 All of the above-named contract documents are intended to be complementary. Work required by
5 one of the above-named contract documents and not by other shall be done as if required by all.

6 **24. MAXIMUM CONTRACT AMOUNT**

7 COUNTY'S maximum obligation under this Agreement is **\$58,500.00** including all fees and
8 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
9 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
10 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
11 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
12 contract amount in the event additional services from the CONTRACTOR are required.

13 Any other change effecting the scope of work, price or other terms and conditions under this
14 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

15 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
16 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
17 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
18 Agricultural Commissioner at the address herein provided in paragraph 11.

19 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

20 A. Responsible Contractor

- 21 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
22 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

1 perform the Contract. It is the COUNTY'S policy to conduct business only with
2 responsible Contractors.

3 B. Chapter 2.202 of the County Code

- 4 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
5 County Code, if the COUNTY acquires information concerning the performance of
6 the CONTRACTOR on this or other Contracts which indicates that the
7 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
8 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
9 and/or performing work on County Contracts for a specified period of time not to
10 exceed three (3) years, and terminate any or all existing Contracts the
11 CONTRACTOR may have with the COUNTY.

12 C. Non-responsible Contractor

13 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
14 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
15 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
16 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
17 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
18 reflects on same, (3) committed an act or offense which indicates a lack of business integrity
19 or business honesty, or (4) made or submitted a false claim against the COUNTY or any
20 other public entity.

- 21 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
22 will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed

debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix F of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4
5 By _____
Mayor, Los Angeles County

6 Attest: Sachi A. Hamai
7 Executive Officer-Clerk of
the Board of Supervisors

8 By _____
9 Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

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APPENDIX A

SR Landscape
WEED ABATEMENT WEED AND BRUSH HANDWORK CONTRACT
(July 1, 2006 through June 30, 2007)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 9, Weed	20,000 units	\$ 2.10	\$42,000.00
Zone 9, Brush	1,000 units	\$16.50	\$16,500.00
Total Amount of Contract Awarded			<u>\$58,500.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Real Estate Consulting and Services, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself or herself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2006 through June 30, 2007. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

11 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
12 paragraph 1.5 of the IFB, Section 1, General Specifications. The COUNTY guarantees no minimum
13 service requirement during the term of this agreement.

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.5.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

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19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
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22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment

1 with respect to the award, amendment or extension of the Agreement or the making of any
2 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
3 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
4 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

5 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
6 such improper consideration. The report shall be made either to the County manager charged with
7 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
8 at (800) 544-6861.

9 Among other items, such improper consideration may take the form of cash, discounts, service, the
10 provision of travel or entertainment, or tangible gifts.

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12 Should CONTRACTOR require additional or replacement personnel after the effective date of the
13 Agreement, Contractor shall give consideration for any such employment openings to participants
14 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
15 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
16 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
17 category to the CONTRACTOR.

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19 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
20 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of
21 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
22 CONTRACTOR.

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2 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
3 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
4 of COUNTY.

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6 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
7 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
8 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss,
9 damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
10 regulations or ordinances.

11 **10. INDEMNIFICATION**

12 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
13 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
14 and all liability and expense, including defense costs and legal fees, arising from or connected with
15 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
16 operations or its services, which result from bodily injury, death, personal injury, or property damage
17 (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to
18 indemnify for liability and expense arising from the active negligence of the COUNTY.

19 **11. INSURANCE**

20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

1 primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s)
2 or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be
3 delivered to Alycia Araya, Chief Administrative Services, Department of Agricultural
4 Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior
5 to commencing services under this Agreement, shall specifically identify this Agreement, and shall
6 contain the express condition that COUNTY is to be given written notice by registered mail at least
7 thirty (30) days in advance of any modification or termination of insurance.

8 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material
9 breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

10 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
11 additional insured and shall include:

12 1. General Liability insurance written on a commercial general liability form or on a
13 comprehensive general liability form covering the hazards of premises/operations,
14 contractual, independent contractors, advertising, products/completed operations,
15 broad form property damage, and personal injury with a combined single limit of not
16 less than \$1,000,000 per occurrence.

17 a. If written with an annual aggregate limit, the policy limit should be three
18 times the above required occurrence limit.

19 b. If written on a claims made form, the CONTRACTOR shall be required to
20 provide an extended two year reporting period commencing upon termination
21 or cancellation of this agreement.

22 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired

vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or
2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

1 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
2 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
3 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
4 to COUNTY for any excess costs for such similar services.

5 **13. ADDITIONAL TERMINATION PROVISIONS**

6 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
7 terminate this Agreement in the event of the occurrence of any of the following:

- 8 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
9 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
10 cannot pay its debts as they become due, whether he has committed an act of
11 bankruptcy or not, and whether insolvent within the meaning of the Federal
12 Bankruptcy law or not;
- 13 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 14 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 15 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 16 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
17 within 14 days.

18 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
19 are in addition to any other rights and remedies provided by law or under this Agreement.

20 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

21 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
22

1 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
2 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds
3 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

4 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
5 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
6 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

7 **15. GOVERNING LAW/VENUE**

8 This Agreement shall be construed in accordance with any governed by the laws of the State of
9 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
10 various city codes and ordinances. Any action brought by either party on this Agreement shall be
11 brought in the Los Angeles Superior Court.

12 **16. INCLUSION OF OTHER LAWS/CLAUSES**

13 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in
14 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced
15 as though it were included herein, and if through mistake or otherwise any such provision is not
16 inserted or is not inserted correctly, then upon application of either party the Agreement shall
17 forthwith be physically amended to make such insertion or correction.

18 **17. NONDISCRIMINATION IN EMPLOYMENT**

19 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
20 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
21 treated equally by the firm without regard to or because of race, color, religion, ancestry,
22 national origin, age, sex, or physical or mental disability, marital status, or political affiliation

1 and in compliance with all anti-discrimination laws of the United States of America and the
2 State of California. CONTRACTOR further certifies and agrees that it will deal with its
3 subcontractors, bidders or vendors without regard to or because of race, religion, ancestry,
4 national origin, sex, age, or physical or mental disability, marital status, or political
5 affiliation.

6 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
7 regular business hours to verify compliance with these provisions when so requested by the
8 COUNTY.

9 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
10 constitute a material breach of contract upon which the COUNTY may determine to cancel,
11 terminate, or suspend the contract in accordance with paragraph 11 herein.

12 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
13 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
14 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
15 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
16 11.

17 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

18 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
19 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
20 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
21 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
22 or be otherwise subject to discrimination under this Agreement or under any project, program, or

activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings

1 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
2 Family Code Section 5246(b).

3 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
4 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

5 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
6 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
7 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
8 Without limiting the rights and remedies available to COUNTY under any other provision of this
9 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
10 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
11 pursuant to paragraph 12, "TERMINATION FOR CONTRACTOR'S DEFAULT."

12 **22. COUNTY'S QUALITY ASSURANCE PLAN**

13 The County or its agent will evaluate Contractor's performance under this agreement on not less than
14 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
15 terms and performance standards. Contractor deficiencies which County determines are severe or
16 continuing and that may place performance of the agreement in jeopardy if not corrected will be
17 reported to the Board of Supervisors. The report will include improvement/corrective action
18 measures taken by the County and Contractor. If improvement does not occur consistent with the
19 corrective action measures, County may terminate this agreement or impose other penalties as
20 specified in this agreement.

21 **23. CONTRACT DOCUMENT INCORPORATED**

22 The Contract entered in by this Agreement consists of the following Contract documents, all of

1 which are component parts of the Contract as if herein set out in full or attached hereto:

2 Invitation for Bids (IFB) dated February 2006
3 Bid Award Letter

4 All of the above-named contract documents are intended to be complementary. Work required by
5 one of the above-named contract documents and not by other shall be done as if required by all.

6 **24. MAXIMUM CONTRACT AMOUNT**

7 COUNTY'S maximum obligation under this Agreement is **\$56,176.00** including all fees and
8 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
9 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
10 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
11 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
12 contract amount in the event additional services from the CONTRACTOR are required.

13 Any other change effecting the scope of work, price or other terms and conditions under this
14 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

15 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
16 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
17 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
18 Agricultural Commissioner at the address herein provided in paragraph 11.

19 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

20 A. Responsible Contractor

- 21 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
22 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

1 perform the Contract. It is the COUNTY'S policy to conduct business only with
2 responsible Contractors.

3 B. Chapter 2.202 of the County Code

- 4 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
5 County Code, if the COUNTY acquires information concerning the performance of
6 the CONTRACTOR on this or other Contracts which indicates that the
7 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
8 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
9 and/or performing work on County Contracts for a specified period of time not to
10 exceed three (3) years, and terminate any or all existing Contracts the
11 CONTRACTOR may have with the COUNTY.

12 C. Non-responsible Contractor

13 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
14 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
15 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
16 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
17 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
18 reflects on same, (3) committed an act or offense which indicates a lack of business integrity
19 or business honesty, or (4) made or submitted a false claim against the COUNTY or any
20 other public entity.

- 21 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
22 will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed

debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix F of the IFB and is also available on the Internet at www.babysafela.org for printing purposes.

1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4
5 By _____
Mayor, Los Angeles County

6 Attest: Sachi A. Hamai
7 Executive Officer-Clerk of
the Board of Supervisors

8 By _____
9 Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

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APPENDIX A

**Real Estate Consulting and Services
WEED ABATEMENT RUBBISH REMOVAL HANDWORK CONTRACT
(July 1, 2006 through June 30, 2007)**

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 8	400 units	\$140.44	\$ 56,176.00
	Total Amount of Contract Awarded		<u>\$56,176.00</u>

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